



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

January 1, 2011

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: Michael Bacu
State Contract Procurement Officer
302-857- 4522

SUBJECT: **AWARD NOTICE, Addendum #2**
CONTRACT NO. GSS10129A-PLUMBING
PLUMBING SUPPLIES AND ACCESSORIES

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OF
KEY CONTRACT INFORMATION

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GOVERNMENT SUPPORT SERVICES – CONTRACTING
100 ENTERPRISE PLACE – SUITE 4 – DOVER, DE 19904-8202
PHONE: (302) 857-4550 – FAX: (302) 739-3779 – GSS.OMB.DELAWARE.GOV

KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

A competitive bidding and selection process was conducted by The Cooperative Purchasing Network (TCPN), established under Texas state law to help other governmental entities operate efficiently and economically. TCPN meets the ISO 9001 audit, is audited semi-annually, is competitively solicited and publishes the process, documents and awards. In the absence of attaining any discount card options or a competitive contract, pursuant to the authority in 29 Del C., §6907(a) (1) under the best interest of the State and to fulfill the responsibilities of GSS pursuant to 29 Del C., §6911 (a) and (b), a Participating Addendum is authorized through memorandum.

2. CONTRACT PERIOD:

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The contractor's contract shall be valid for a period from January 1, 2011 through March 31, 2011. The contract may be renewed for four (4) additional one (1) year periods through negotiation between the contractor and Government Support Services.

This Agreement has been extended to expire March 31, 2012.

3. VENDOR:

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Lowe's Home Centers, Inc.
Contact: Demetrae DeShields
1000 Lowe's Blvd
Mooresville, NC 28117-8520
Ph: 302-387-9381
Fax: 336-651-3300
Email: demetrae.l.deshields@lowes.com
FEIN: 56-0748358
FSF ID: 0000031943

4. SHIPPING TERMS:

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F.O.B. destination.

5. ORDERING, DELIVERY AND PICKUP:

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Orders may be accomplished by written purchase order, telephone, fax or computer on-line systems. Purchase orders are issued by ordering agencies to the awarded Contractor stating "Per TCPN Contract".

Orders will have the following order options:

- Faxing order to closest or preferred Lowe's store. Fax orders will use the customized "Worksheet/Cover Page" for each agency that will have their closest Lowe's stores information pre-populated.
A. "Call-Ahead Worksheet" can be accessed: <http://www.lowesforpros.com/easyorderfulfillment>
- Submitting an order electronically to TCPN@Lowe.com – a dedicated TCPN accounts person, Demetrae DeShields, 302-387-9381, will receive the email and ensure the appropriate Lowe's store executes the order and has the products pulled for pick-up or delivery based on the Agency's preference.
All orders placed before 3 p.m. can be picked up in 2 hours.
All orders placed by 6 p.m. will be ready for 7 a.m. pickup the next day.
- Placing a phone order by calling a dedicated TCPN accounts person, Demetrae DeShields, 302-387-9381.
- Place a quote request or order online using the [Lowe's Quotation Center](http://www.LoweForPros.com) on www.LoweForPros.com.

6. **RETAIL OUTLET LIMITATIONS:**

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There is no obligation to provide all items covered by this contract at Lowe's retail outlets.

7. **PRICING:**

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Prices will remain firm for the term of the contract duration. Lowe's agrees to promptly lower the cost of any product purchased following a reduction in the manufacturer or publisher's direct cost.

8. **OVERLAPPING PRODUCT LIST:**

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State departments and agencies authorized to place orders under this agreement will be responsible for controlling purchases to ensure overlapping items are not purchased under this contract.

Contract Name	Contract Number/Link
HAND TOOLS - POWERED AND NON-POWERED	GSS10011-HANDTOOLS
AUDIO VISUAL EQUIPMENT AND SERVICES	GSS07015-AUDIO VISUAL
SPECIALTY/PRINTING PAPER	GSS09016-SPEC PAPER
ENVELOPES - PLAIN AND PRINTED VIRGIN AND RECYCLED	GSS10025-ENVELOPES
LABORATORY SUPPLIES AND EQUIPMENT	GSS07026-LAB SUPPLIES
COFFEE AND TEA	GSS10044-COFFEE/TEA
COFFEE AND TEA	GSS10044A-COFFEE/TEA
FAX MACHINES	GSS10066-FAX MACHINE
BUSINESS CARDS	GSS10090-BUSINESS CARD
COPIERS AND MULTI-FUNCTION PRINTERS	GSS08091-COPIER
COMPUTER HARDWARE, PERIPHERALS AND ACCESSORIES	GSS09133-COMPUTER
LAUNDRY SUPPLIES AND EQUIPMENT	GSS06161-LAUNDRY
MICROCOMPUTER SOFTWARE	GSS10228-SOFTWARE
BOTTLED WATER	GSS09365-BOTTLE WATER

Award Notice

Contract No.: GSS10129A-PLUMBING

CELLULAR AND DATA EQUIPMENT AND SERVICES	<u>GSS10384CELL/DATAEQUIP</u>
RUBBER STAMPS	<u>GSS08403-RUBBER STAMPS</u>
TELECOMMUNICATIONS VOICE SYSTEMS	<u>GSS06455-TELECOMMVOICE</u>
ENGRAVING AND PROMOTIONAL ITEMS	<u>GSS08404-ENGRAVING</u>
STORAGE BOXES – ACID FREE, DOUBLE WALLED AND DESTRUCTION STORAGE BOXES	<u>GSS08458-STORAGE BOX</u>
FURNITURE	<u>GSS10479-FURNITURE</u>
PRINTING AND PUBLISHING SUPPLIES	<u>GSS07481-PRINT_SUPPLY</u>
PAPER – MULTIPURPOSE COPY	<u>GSS07489A-COPY PAPER</u>
ELECTRICAL SUPPLY, LAMPS AND BALLASTS	<u>GSS09491-ELECTRICAL</u>
JANITORIAL AND CAFETERIA SUPPLIES	<u>GSS08492JAN/CAFE SUPPL</u>
TRASH CAN LINERS	<u>GSS08492A-CAN LINERS</u>
SMALLWARES	<u>GSS10492B-SMALLWARES</u>
KITCHEN CHEMICALS	<u>GSS09549-KITCHEN CHEM</u>
PERSONAL CARE PRODUCTS	<u>GSS09575-PERSONAL CARE</u>
INDUSTRIAL SUPPLIES & EQUIPMENT	<u>GSS09577-INDUSTRIAL</u>
DIGITAL VIDEO RECORDER and VIDEO DATABASE MANAGEMENT SYSTEM	<u>GSS10593-DIG/VIDEO/REC</u>
AUDIO, VIDEO, WEB CONFERENCING SERVICES AND EQUIPMENT	<u>GSS06450-AUDIOVIDEOCNF</u>

ADDITIONAL TERMS AND CONDITIONS

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9. BILLING:

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

10. PAYMENT:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

Lowe's Account Receivable (LAR):

- Easy to understand itemized statements with product level detail at invoice/agency level
 - Billing can be broken out by departments within the agency (ground maintenance, building/facilities maintenance, etc.)
- Purchasing control with a list of authorized buyers and optional identification cards
- No annual fee
- Ability to pay by invoice
- Pay in full each month
- Online account management at LoweForPros.com
 - Allows for additional flexibility such as downloading invoice details into an Excell spreadsheet, allowing for timelier and greater reporting capabilities.
- Additional security with special purchasing instructions
 - Ability to limit dollar amount of a single purchase
 - Can limit what employees can purchase.
- Choose the account structure that is right for the customers need
 - Regular – purchases are billed on one account number
 - Primary/Secondary – if your member has multiple locations that need to be linked to a centralized primary account, or has job accounting requirements. Billing may be centralized or mailed to various job accounts.

11. PRODUCT SUBSTITUTION:

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

12. ORDERING PROCEDURE:

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

13. Lowe'sForPros.com:

Agencies can visit LowesForPros.com can login as a member to obtain special offers, as well as gain access to industry articles, construction calculators, etc. Access is available to Lowe's Property Management system and Lowe's Quotation Center for additional business tolls and services.

14. MAINTENANCE SUPPLY RACK PROGRAM:

Lowe's Maintenance Supply Rack Program is a program to help keep agencies in stock with their most common consumable items needed. With an initial supply purchase of just \$100 or more, Lowe's will provide a 5 shelf metal rack to stock products for only a penny. Lowe's will provide labels to place on the racking to track inventory and make reordering simple.

15. HOLD HARMLESS:

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

16. NON-PERFORMANCE:

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

17. FORCE MAJEURE:

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

18. AGENCY'S RESPONSIBILITIES:

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.